

**AGREEMENT BETWEEN
TANK-AUTOMOTIVE & ARMAMENTS COMMAND
AND
THE STATE OF UTAH**

PURPOSE:

This Transfer Agreement is entered into between Tank-automotive & Armaments Command (TACOM), and the State of UTAH, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property being transferred pursuant to 10 U.S.C. §2576a.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms as prescribed by the Secretary. Law Enforcement Activities (LEA) are defined as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

TERMS AND CONDITIONS:

Only the Governor-appointed State Coordinator is authorized to enter into this agreement on behalf of the State. This individual will act as a sponsor for local LEAs that desire excess weapons, by coordinating their requests for the weapons, and maintaining an up-to-date record of all weapons transferred until such time the LEA no longer has a requirement for the weapons. The State Coordinator by signing this agreement validates the property being requested and utilized is for authorized program participants, and all requests are based on a bona fide law enforcement requirement.

The State/LEA accepts the transfer of weapons "as is" with no warranty of any kind including any implied warranties such as warranties of fitness for any purpose. Both acknowledge that there are hazards associated with the use of the property, which can cause damage to property and serious injury or death. The State/LEA agrees to provide appropriate training to any person who may use the weapons.

Title is conditionally granted to the State/LEA upon receipt of the property. Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA. The Department of Defense assumes no liability for damages or injuries to any person or property arising from the use of these weapons. To the extent permitted by law, the State/LEA shall indemnify and hold the United States government harmless from any and all suits, actions, demands or claims of any nature arising out of the use of the property. The LEA agrees to maintain, at its own expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The State/LEA certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapons transferred under this agreement.

Any weapon provided through this program must, if no longer needed for LEA use, be either transferred intrastate or interstate with coordination through the State Coordinator and LESO, or must be returned to the U.S. Army, TACOM at the expense of the LEA. The weapons may not be transferred to licensed firearms dealers or other persons.

Machine Guns defined by 26 U.S.C. 5845(b) not owned by the United States Government, or any agency thereof, must be registered with the Bureau of Alcohol, Tobacco and Firearms (ATF). Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by submitting an ATF Form 10, Application for Registration of Firearms Acquired by Certain Governmental Entities (located on ATF website). All machine guns transferred through this program are required to be registered with ATF, and are restricted to law enforcement use only. Requirements of this registration can be found in the code of Federal Regulations at 27 CFR 179.101-105.

NOTICES:

This agreement will remain in full force and effect until such time as:

- a) The incumbent to the position of Governor-appointed State Coordinator is replaced, or,
- b) A change occurs to US Code that fundamentally affects the scope/execution of this program.

Any such change requiring an updated Memorandum should be executed within 30 days of the occurrences of the change(s) previously described in this paragraph.

Either party may terminate this Transfer Agreement, provided the other party receives thirty-calendar days notice, in writing, or as otherwise stipulated by Public Law.

ACCEPTANCE:

The State Coordinator by signing below accepts weapons via the 1033 Weapons Program for his/her state, and agrees to abide by the terms and conditions above.

STATE COORDINATOR NAME (PRINTED): DAN R. MARTINEZ

STATE COORDINATOR SIGNATURE:



STATE COORDINATOR ADDRESS:

447 West 13800 South
Draper UT 84020

DATE SIGNED:

April 11, 2011